



# Notice of Price Agreement Award

Page 1 of 5  
Printed: 1/18/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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HOWARD JOHNSON INC  
1978 KINGSTOWN RD  
PEACEDALE RI 02883

## JOHN DEERE MOWER/MAINT/RPR.

Award Number                      Effective Period:  
  
**68M00224972                      12/1/01 - 11/30/04**

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Date: 12/06/2001  
Buyer: STEPHEN HARRIS  
Shipping: FOB, Destination-Freight Not Charged  
Terms: Net 30

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-314	B00201
Item		Unit	Unit Price
	<p>12/1/01 - 11/30/04</p> <p>MASTER PRICE AGREEMENT #314</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p>		

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

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STATE PURCHASING AGENT/DESIGNEE



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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-314	B00201
Item		Unit	Unit Price
	<p>REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity ordered for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number.</p> <p>Reports must be submitted to the RI Division of Purchases to the attention of the BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.</p> <p>ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS &amp; OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION &amp; INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-314	B00201
Item		Unit	Unit Price
	<p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND FISCAL YEAR 2002 ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$5,000.00 WITHOUT PRIOR APPROVAL OF THE DIVISION OF PURCHASES.</p> <p>VENDOR SHALL BE AWARE THAT OVERLAPPING AND/OR COMBINING OF REQUIREMENTS MAY BE NECESSARY TO PREVENT DELAYS AND PROVIDE FOR A MORE RESPONSIVE WORKFLOW.</p> <p>VENDOR HAS A FULL SERVICE FACILITY WITHIN 60 MILES/1 HOUR OF AGENCY LOCATION.</p> <p>VENDOR IS A MANUFACTURER OR STOCKING DISTRIBUTOR/DEALER, FOR WARRANTY WORK, AND WILL MAINTAIN THAT STATUS FOR THE LIFE OF THE CONTRACT.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-314	B00201
Item		Unit	Unit Price
	NOTES:  THE STATE HAS MADE MULTIPLE AWARDS BECAUSE OF THE STATEWIDE SCOPE OF THIS REQUIREMENT AND THE NEED TO DIFFERENTIATE BETWEEN WARRANTY AND NON-WARRANTY WORK.  ALL WORK DONE UNDER ANY EXISTING JOHN DEERE WARRANTY WILL BE COMPLETED BY AN AUTHORIZED JOHN DEERE FACILITY.  REPAIRS, PARTS AND SERVICE TO JOHN DEERE EQUIPMENT (MOWERS, TRACTORS, ETC.) FOR ALL STATE AGENCIES.  REPAIRS AND SERVICE WILL BE DONE ON A TIME AND MATERIALS BASIS. PARTS WILL BE SUPPLIED AT A PERCENT DISCOUNT OFF LIST PRICE.		
1.0	1ST YEAR - 12/1/01 - 11/30/02	HR	45.00
2.0	2ND YEAR - 12/1/02 - 11/30/03	HR	45.00
3.0	3RD YEAR - 12/1/03 - 11/30/04	HR	45.00
	PARTS DISCOUNT BASED ON JOHN DEER CATALOG #PLM0002 DATED 10/29/01: 10%		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-314	B00201
Item		Unit	Unit Price
	DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.  VENDOR TELEPHONE #: 401-789-9148 VENDOR FAX #: 401-789-9375		

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## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.